

Spangenberg



The Comptroller General  
of the United States

Washington, D.C. 20548

## Decision

Matter of:     Dimensions Travel Company  
File:            B-224214  
Date:            January 13, 1987

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### DIGEST

1. Agency had a reasonable basis to downgrade a proposal's implementation plan, which provided no details or timetables, where the solicitation evaluation criteria states that the proposal would be assessed for completeness of detail and feasibility.
2. Offerors who demonstrated experience by providing sample reports were reasonably given more credit in the evaluation than the protester who did not demonstrate its experience.
3. In evaluating proposals received under a request for proposals, it was proper to point score rebates offered to the government as a percentage of airline ticket sales on no-cost travel management services procurement where the request for proposals established offered rebates as a weighted evaluation factor.

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### DECISION

Dimensions Travel Company (Dimensions) protests the contract award to Van Slycke & Reeside Travel (Van Slycke) and Contract Air Services, Inc. (CAS), by the General Services Administration (GSA) under request for proposals (RFP) No. WFCG-G7-N-2023-6-26-86, to establish and operate commercial travel management centers at two separate sites. Dimensions protests that its proposal was not properly evaluated and that if it had been given proper credit, it would have received the highest scores for each of the two sites.

We deny Dimensions' protest.

GSA argues that Dimensions is not an interested party under our Bid Protest Regulations, 4 C.F.R. § 21.0 (1986), since it was not the second highest rated offeror for either site and

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it has not contested the rating or acceptability of the other higher rated offerors. However, if Dimensions' protest of the evaluation of its proposal is found meritorious, it would be the highest rated offeror and in line for the awards. Therefore, GSA's contention is without merit. See Rohlen-Rohlen-Roberts International, et al., B-218424, et al., Aug. 1, 1985, 85-2 C.P.D. ¶ 113.

The RFP solicited proposals for two separate travel management center sites. The awards of the no-cost contracts were made to the offerors who received the highest point scores for each site. Van Slycke and another offeror (not Dimensions) received the highest point score on site one (201 points); Dimensions' point score for site one was 198 points. CAS had the highest point score of 222 points for site two and was selected for award; Dimensions' point score for site two was only 201 points. The point scores represented an average of the scores awarded each offeror by three technical evaluators who scored the proposals pursuant to a rating plan implementing the RFP. See T.V. Travel Inc., et al., 65 Comp. Gen. (1985), 85-2 C.P.D. ¶ 640 at 12, where GSA used a very similar rating plan.

Dimensions protests the same six aspects of the evaluation for both sites. Specifically, Dimensions protests the evaluation of its proposal with regard to its (1) 24-hour emergency telephone number; (2) site manager's experience; (3) implementation plan; (4) proposed enhancements to increase quality and/or save money; and (5) failure to provide sample management reports in its proposal. Dimensions also protests that proposed rebates to be paid the government as a percentage of air travel ticket costs were improperly point-scored as part of the evaluation. Dimensions claims that proposed rebates were only to be considered as a tie breaker in case of equally rated proposals.

In this case, GSA has not provided the protester and other interested parties with documentation, including the evaluators' worksheets, that support the technical evaluation. We have reviewed these documents in camera as well as the protester's and awardees' proposals in reaching our decision. See Raytheon Ocean Systems Company, B-218620.2, Feb. 6, 1986, 86-1 C.P.D. ¶ 134.

In reviewing complaints about the reasonableness of the evaluation of a technical proposal, our function is not to reevaluate the proposal and make our own determination about

its merits. Pharmaceutical Systems, Inc., B-221847, May 19, 1986, 86-1 C.P.D. ¶ 469. That determination is the responsibility of the contracting agency, which is most familiar with its needs, and must bear the burden of difficulties resulting from a defective evaluation. Id. Therefore, we will only question a proposal's evaluation if it is unreasonable or in violation of procurement laws. National Capital Medical Foundation, Inc., B-215303.5, June 4, 1985, 85-1 C.P.D. ¶ 637.

#### SITE ONE EVALUATION

As noted above, Dimensions protests six aspects of the evaluation of its proposal on site one. First, Dimensions states that it was improperly downgraded because its proposed 24-hour emergency telephone number was not staffed with its own personnel. Dimensions proposed to use a subcontractor who had full access to Dimensions' travel account information to operate this telephone number. Dimensions alleges that since there was no requirement or preference stated in the RFP that it utilize its own staff, its failure to earn full credit for this subcriterion was unreasonable. Our review reveals that GSA also downgraded Van Slycke, the awardee, for failing to staff its 24-hour emergency number with its own staff. Therefore, we need not consider this contention further, since Dimensions was not prejudiced by this evaluation. -

Dimensions protests that its site one manager may have been improperly downgraded for failing to have the required 3 years' experience, even though she clearly had the requisite experience. While Dimensions' initial protest indicated that it had been told at the debriefing that its proposal for site two had been downgraded because its site manager had not served 3 years at the current job, GSA's report on the protest instead argues that it was Dimensions' site one manager who had been downgraded for lack of the required experience. Our in camera review reveals, however, that not only did Dimensions' proposed site one manager have the required experience, but that Dimensions' site one proposal was not downgraded because of its site manager. Indeed, Dimensions' point score for the "personnel qualifications" evaluation criteria for site one was the highest awarded. From our review, it appears that GSA downgraded the site two manager and not the site one manager. Therefore, we need not consider this issue further.

Dimensions argues that its proposed implementation plan was wrongfully downgraded. The RFP states that the implementation plan would be assessed for completeness of detail and feasibility. However, all that Dimensions' site one proposal states is that it:

" . . . can immediately begin facilitating the implementation of service to new agencies. Since Dimensions has been approved for additional add-ons under its current contract we will easily be able to absorb the additional agencies under site I immediately upon contract award."

Dimensions provided no real details or timetables as to the steps that had to be taken to give the evaluators confidence that Dimensions could properly implement the solicitation requirements. Despite this lack of detail, GSA still awarded Dimensions six of 10 possible points for this sub-criterion. Therefore, we find that GSA's evaluation of Dimensions' site one implementation plan was reasonable.

Dimensions also speculates that GSA may not have given it sufficient credit for its proposed enhancements which increase quality of service and save money, as required by the RFP evaluation criteria. However, our review indicates that GSA fairly evaluated Dimensions' proposed enhancements; and that Dimensions received more credit for such enhancements than Van Slycke.

Dimensions protests that it was improperly downgraded for failing to provide unsolicited sample management reports to demonstrate its experience and capabilities in this regard. GSA asserts that it reasonably expected offerors to demonstrate "by description" or by providing the requisite samples that it had the proper experience; and that Dimensions' proposal did not demonstrate that it had the experience. We find that GSA's evaluators were reasonable in giving more credit to those offerors, who demonstrated their experience, for example, by providing sample reports, than to those offerors who did not demonstrate their experience. See J.V.F. Inc., B-204619, June 21, 1982, 82-1 C.P.D. ¶ 606; Pioneer Contract Services, Inc., B-197245, Feb. 19, 1981, 81-1 C.P.D. ¶ 107.

Finally, as discussed below, rebates were point scored and this was contemplated by the solicitation. In any case,

neither Van Slycke nor Dimensions received any credit for rebates on site one so we need not consider this issue further.

Dimensions protest of the site one evaluation is therefore denied.

#### SITE TWO EVALUATION

As noted above, the point differential on the site two evaluation between CAS and Dimensions was significant. The major part of the point difference is that CAS proposed a rebate for which it received 11 points while Dimensions did not and thus received no points for rebates. Dimensions protests that the RFP, as clarified at the preproposal conference, indicated that rebates would only be considered as a tie-breaker if proposals received the same point score.

Our review confirms that rebates were point-scored as a part of the award evaluation and that this was clearly contemplated by the RFP. In this regard, not only did the RFP list rebates as a weighted evaluation factor, but it also stated: "if offered, rebates or fees will be included as a factor for evaluation to determine proposals in the competitive range."

At the preproposal conference, Dimensions asked a question to further clarify how rebates would be evaluated which was responded to by GSA. The question and answer were incorporated into a RFP amendment as follows:

"Question: Is a rebate required by the contractor or is it an option? What weight will it carry in the proposal evaluation?"



"Answer: Rebates are offered at the option of the travel agency. After proposals are evaluated for technical merit, additional points will be added if rebates are offered. Under equal proposals (two firms with the same point value after technical evaluation); the firm offering the largest rebate would receive the most additional points and thereby rank higher in total points."

As is made clear by the first two sentences of the answer, GSA confirmed that rebates would be point-scored as part of the overall evaluation. This answer also indicates that if proposals are otherwise rated equal, the offeror with the

higher proposed rebate would be selected.<sup>1/</sup> Since the RFP clearly contemplated the point score evaluation of rebates, this protest basis has no merit.

The other aspects of Dimensions protest of the site two award, i.e., the 24-hour emergency telephone number; the site two manager's experience; the implementation plan; credit for proposed enhancements; and providing samples of management reports, need not be considered because Dimensions' score would still be less than CAS' score, even if Dimensions received full credit for all these items.

Accordingly, Dimensions' protest of the site two evaluation is denied.

  
 Harry R. Van Cleave  
General Counsel

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<sup>1/</sup> The use of rebates as a deciding factor, where proposals are rated equal technically on this no-cost travel management center procurement, is consistent with the use of price or cost as a deciding factor for technically equal proposals on ordinary negotiated procurements. Such a tie breaker may be appropriate, even where cost or price is integrated into cost/technical tradeoff formula. Harrison Systems Ltd., 63 Comp. Gen. 379 (1984), 84-1 C.P.D. ¶ 572; Master Security, Inc., B-221831, May 9, 1986, 86-1 C.P.D. ¶ 447.